RECORDATION AND LOSS FILED FILED

GOLLATZ, GRIFFIN & EWING, P.C.

213 WEST MINER STREET POST OFFICE BOX 796 WEST CHESTER, PA 19381-0796

Telephone (610) 692-9116 Telecopier (610) 692-9177 E-MAIL: GGE@GGE.ATTMAIL.COM PR 6'98 2-58 **PM**

DELAWARE COUNTY OFFICE: 205 NORTH MONROE STREET POST OFFICE BOX 1430 MEDIA, PA 19063

(610) 565-6040

ERIC M. HOCKY

PHILADELPHIA OFFICE:

SIXTEENTH FLOOR

TWO PENN CENTER PLAZA

PHILADELPHIA, PA 19102

(215) 563-9400

April 1, 1998

Hon. Vernon A. Williams, Secretary Surface Transportation Board Mercury Building, #711 1925 K Street, N.W. Washington, DC 20423-0001

Re: Documents for Recordation

Dear Mr. Williams:

I have enclosed an original and nine copies of this letter and the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

The document is a Termination and Release of Lien, a secondary document, dated March 31, 1998.

The primary documents to which this is connected were recorded on December 7, 1992 under Recordation Nos. 10823, 10824, 18025, 18027, 18028, 18029, 18030 and 18031.

The names and addresses of the parties to the documents are as follows:

Hon. Vernon A. Williams, Secretary April 1, 1998 Page 2

Secured Party:

Tupelo Realty Trust as assignee of Rockland Trust Company (successor to Middleborough Trust Company) 95 Tupelo Road Marstons Mills, MA 02648

Debtor:

G.B. Leasing Corp. 60 Water Street Marion, MA 02738

A description of the equipment covered by the respective documents on which the liens are being released follows:

Recordation No.	<u>Equipment</u>
18023	Two GE 44 ton Diesel Electric Locomotives (Serial Nos. 32664 and 30250)
18024	Carson EA-JDC Electromagnetic Tamper (Serial No. 677038)
18025	GM 123% ton Diesel Electric Locomotive (Serial No. 20897)
18027	Two ALCO Locomotives Model RS-1 (No. 42-Serial No. 76212 and No. 30-Serial No. 81345)
18028	ALCO Locomotive Model RS-4 (Serial No. 78419)
18029	Rail Diesel Coach (ex MBTA No. 6120)
18030	Rail Diesel Coach No. 6122
18031	ALCO Locomotive Model RS-1 (Serial No. 79580)

Hon. Vernon A. Williams, Secretary April 1, 1998 Page 3

Sufficient copies of this letter and the Termination and Release of Lien are enclosed so that each of the liens can be terminated. A fee of \$26.00 for each recordation (a total of \$208) is enclosed. Please return the original and any extra copies not needed by the Board for recordation to:

Eric M. Hocky, Esq.
Gollatz, Griffin & Ewing, P.C.
213 W. Miner Street
P.O. Box 796
West Chester, PA 19381-0796

A short summary of the document to appear in the index follows:

Termination and Release of Lien dated March 31, 1998 by Tupelo Realty Trust as assignee of Rockland Trust Company (successor to Middleborough Trust Company) in favor of G.B. Leasing Corp. terminating the lien and security interests granted in the equipment covered by various security agreements recorded on December 7, 1992 with the Recordation Nos. 18023, 18024, 18025, 18027, 18028, 18029, 18030, 18031.

Very truly yours,

ÉRIC M. HOCKY

Enclosures

SURFACE TRANSPORTATION BOARD

WASHINGTON, DC., 20423-0001

OFFICE OF THE SECRETARY Eric M. Hocky Gollatz, Griffin & Ewing, P.C 213 West Miner Street Post Office Box 796 West Chester, PA., 19381-0796

DATE: 4/6/98

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C

11301 and 49 CFR 1177.3 (c), on 4/6/98

at 2:58 PM

assigned recordation numbers (s). 10823-A, 10824-A, 10825-C, 10827-M, 10828-A, 10829-B, 10830-E and 10831-C.

Sincerely Yours,

Vernon A. Williams

Secretary

Enclosure(s)

208.00

\$-----The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee you will receive a notification after the Surface Transportation Board has had an opportunity to examine your document

James In Fort

RECORDATION NO. 1083 FILEN

termination and release of LienAPR 6'98

WHEREAS, G.B. Leasing Corp. ("Debtor") granted a security interest to Rockland Trust Company (as successor to Middleborough Trust Company) in inter alia the collateral described on the attached Schedule A (the "Collateral"), pursuant to a Security Agreement dated (the "Security Agreement"); and

WHEREAS, the indebtedness and security interests in the Collateral were assigned by Rockland Trust Company to Tupelo Realty Trust ("Secured Party"); and

WHEREAS, the indebtedness secured by the Collateral has been paid in full and the Secured Party has agreed to release its interest in the Collateral;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, undersigned Secured Party hereby terminates, releases discharges any and all of its rights, security interests, liens and other interests in and to the Collateral, and in all increases or profits received therefrom, in all substitutions therefor, and in all proceeds thereof in any form, and hereby terminates, the Security Agreement.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Lien to be duly executed on this 31day of March, 1998.

Witness:

Tupelo Realty Trust as assignee of Rockland Trust Company (successor to Middleborough Trust Company)

Cherlone (Sellars) By: Name: John R. John R. John R.

Title: TRUSTEE

COUNTY OF Barnstale)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John R. Jehrno., as the TRISTEE. of Tupelo Realty Trust, freely and voluntarily under authority duly vested in him/her by Tupelo Realty Trust. He/She is personally known to me or who has produced Driver's License.

WITNESS my hand and official seal in the County and State last aforesaid this 3/ day of Mach, 1998.

Notary Public

Typed, printed or stamped name of

Notary Public

My Commission Expires:

April 5, 2002

Exhibit A



MIDDLEBOROUGH TRUST COMPANY

SECURITY AGREEMENT

To secure the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtor", to Middleborough Trust Company of Middleboro, herein called "Secured Party", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, including without limitation the due payment and performance of all liabilities and obligations under a nate of even date herewith and all notes given by way of renewal or extension of or in substitution in whole or in part for the same, all hereinafter called the "Obligations",

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Party s	r value received, Deblar hereby grants to possession, including without limitation or and in Debtor's following described person	ry deposits, balance of depos	st in all property of D its or other sums at a	eblor which is now or ny time credited by	r may herealter ar due from Sec	be in Secured ured Party to
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19	956, 350 HP equipped with	caterpillar type	e D-342 engine	es and type G	T 555-AL 8	generators.
Or	ne General Electric 44 to	on Diesel Electric	Locomotive,	Serial Numbe	r 30250, t	ouilt in
	949 400 HP equipped with	Caterpillar type	D 17,000 eng	gines and typ	<u>e 5 GT 555</u>	5 Al
ge	enerators.					
Bc	oth pieces:			151 Campan	T and a sec	- Year 02
To	be leased to Bay Colony	Railroad Corpora	ation, 420 Bed	ilora Street,	Lexingion	n, Mass. U2.
and in	any and all additions, accessions and accr	etians thereto and substitutes	therefor, all hereinofter	called the "Collateral	", and in the pro	ceeds thereof.
	blar hereby specifies, warrants and covenas		., .	W-	02729	•
1.	Deblor's mailing address is: 60 Water	Street and No Bes)	Marion (City or To		SS. 02738	(Zie)
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3.	The Collateral will be kept at:	N/A (Street and No.)	. (City or To	pen)	(County)	(Suite)
	If the Collateral or any part thereof is tion in form satisfactory to Secured Party address of the record owner of and a gen	of their interests in the Colle	iteral from all persons	having an interest in	the real estate, I	the name and
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тн	IS AGREEMENT IS SUBJECT TO THE ADDING NEORPORATED BY REFERENCE AS FULLY			N THE REVERSE SIDE	HEREOF, THE	SAME BEING
DEI	BIOR HAS RETAINED A TRUE AND COMPLI	ETED COPY OF THIS AGREEME	INT AT THE TIME OF	DEBTOR'S EXECUTION	AND DELIVERY T	HEREOF.
	Signed, sealed	and delivered at Middlebore	•	•		10 86
#ecule	d in Preparece of	DEE	TOR: 6.B. Lea	sing Corporat	ion	
	Televich Suy		By Journal But autig	a / Sint	L.X	(Title)

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v secore the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtor", to Middlebarough Trust Company of Middlebaro, herein called "Secured Party", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatsoever, direct or indirect, obsolute or contingent, now existing or hereafter arising or acquired. ... including without limitation the due payment and performance of all liabilities and obligations ... under a note of even date herewith and all notes given by way of all hereinalter called the "Obligations", renewal or extension of or in substitution in whole or in part for the same. for value received, Debior hereby grants to Secured Party a security interest in all property of Debior which is now or may hereafter be in Secured Party's passession, including without limitation any deposits, balance of deposits or other sums at any time credited by or due from Secured Party to Debtor, and in Debtor's following described personal property: Used Canron EA-JDG Electromatic Tamper w/ graphliner, 1700 hrs. Ser. No. 677038 and in any and all additions, accessions and accretions thereto and substitutes therefor, all hereinafter called the "Collateral", and in the proceeds thereaf. Debtor hereby specifies, warrants and covenants that: 1. Debtor's moiling oddress is: 60 Water Street, Marion, Mass. 02738 17 cm Business (including Profession) 2. The Collateral is or will be used primarily for: Tersonal, family or household purposes ☐ Farming 3. The Colloteral will be kept of: Edaville Railroad, Carver, Mass. 4. If the Collateral or any part thereof is at its became fixtures, Debtar will upon request furnish Secured Party with a disclaimer or subordination in form satisfactory to Secured Party of their interests in the Collateral from all persons having an interest in the real estate, the name and address of the record owner of and a general description of said real estate being as follows: If the Collateratron any part thereof is at its to be used primority for business, Debtar's (A) principal and (5, etc.) other places of business are as follows: Congression for the ! Con or Trans Carata: iAl If the Collateral or any part thereof is an is to be used primarily for farming on for personal, family or novsehold purposes, Dearen's residence is Screens fairly is authorized and requested to dispuse the proceeds of the have of even date herewith in airs, to the following named person(s) from whom Decree is occur incident Considerer Reptor is run in less an girl this inting tie called except these is ground the alternative conduty into all Obligations in Decret if Here than one prison stall by gent and review THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING HERE INCORPORATED BY REFFRENCE AS FULLY AS IT HERE SET FORTH VERBATIM. DESIGN HAS STANDED BOOK OF CONTROL AND AND THE MATERIAL CONTROL OF STANDARD OF STANDARD OF STANDARD OF THE SEASON FOR THE STANDARD OF THE STAN 10 87 Signed, seems and deserted of Middlebora, Massachusetts this 11th docid March East, leg in Following ! 0181067



To secure the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtor", to Middleborough Trust Company of Middleboro, herein called "Secured Party", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, including without limitation the due payment and performance of all liabilities and obligations under a note of even date herewith and all notes given by way of renewal or extension of or in substitution in whole or in part for the same.

For value received, Debtor hereby grants to Secured Party a security interest in all property of Debtor which is now or may hereafter be in Secured Party's possessian, including without limitation any deposits, balance of deposits or other sums at any time credited by or due from Secured Party to Debtor, and in Debtor's following described personal property:

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	ebtor hereby specifies, warrant			Marion	MA	02738
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SECURITY AGREEMENT
(7)
1361

To secure the due payment and performance of all a	I the liabilities and obligations	hereunder of the undersigned, herein	called "Debtor", to
Middleborough Trust Company of Middleboro, herein	called "Secured Party", and	all other liabilities and obligations a	of Debtor to Secured
Party of every name and nature whatsoever, direct or indire	ect, absolute or contingent, now e	existing or hereafter arising or acquired,	including without
limitation the due payment and performance of all liabilities		note of even date herewith and all no	les given by way of
renewal or extension of or in substitution in whole or in s	part for the same. all herein	otter folled the "Obligations",	

For value received, Debtor hereby grants to Secured Party a security interest in all property of Debtor which is now or may hereafter be in Secured Party's passession, including without limitation any deposits, balance of deposits or other sums at any time credited by or due from Secured Party to Debtor, and in Debtor's following described personal property:

	Alco 1,000 house power Mo					
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	ny and all additions, accessions and accretic	an thereto and sub	estitutes therefor all here	inalter called the "Co	lateral" and in	the proceeds ther
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	tor hereby specifies, warrants and covenants		,			
t. 1	Debtor's mailing address is: 60 Water	Street	Marion		MA (State)	02738
	The Callateral is or will be used primarily to	·		NY or 1940) NY INDIANA SERVICIONE SERVICIONE SERVICIONE SERVICIONE SERVICIONE SERVICIONE SERVICIONE SERVICIONE SERVICIONE S	islate/ icluding Profess	
	Eday111e	r: □ renoma, man Raflroad.	Off Rochester	Road. Carver	Plymouth	A. MA
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	us follows: (Street and No.)	·	ity or Town)	,	, a.d., aa. p.	
(A) 60 Water Street	Marion	l	Plymouth		(State) MA
(β)					
	If the Collateral or any part thereof is or is	to be used primaril	y for farming ar for per	sonal, family or house	hold purposes,	Debtor's residence
	If the Collateral or any part thereof is or is as follows:			·	hold purposes,	
•	(Street and Ne.)	(C	ity or Towni	(Causty)	·	(State)
·. :	a fallance	(C to disburse the pro	ity or Towni	(Causty)	·	(State)
· . :	(Street and No.) Secured Party is authorized and requested t	(C to disburse the pro	ity or Towni	(Causty)	·	(State)
7. :	(Street and Ns.) Secured Party is authorized and requested to be some state of the Collateral: Output Shall include all persons signing below	(C	ity or Town) preeds of the note of ev	(County) en date herewith, if a	ny, to the follow	(State) wing named perso
Del	(Street and No.) (Street and No.) Secured Party is authorized and requested to the control of the Collateral: blor shall include all persons signing below person, shall be joint and several.	to disburse the pro	ity or Town! oceeds of the note of ev those signing in a repre	(County) en date herewith, if a	ny, to the follow	(State) wing named perso ns of Deblar, if m
7. S	(Street and Ns.) Secured Party is authorized and requested to be some state of the Collateral: Output Shall include all persons signing below	o disburse the pro o as Deblor except	those signing in a repre	(County) en date herewith, if a	ny, to the follow	(State) wing named perso ns of Deblar, if m
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in	any and all additions, or	ccessions and accretions		all hereinafter called the "Collate		roceeds ther
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	blor hereby specifies, was		-	V1	3/4	0070
١.	Debtor's mailing address	s is: OU Water (Str	SETERE	Marion (City or Town)	MA (State)	0273 (21p)
		Cape Cod	Personal, family or household Railroad 60 Water	purposes Business (inclus St., Marion, Plymou		☐ Farm
3.	The Collateral will be ke	epi at:	reet and No.)	(City or Town)	(County)	(State)
5.	as follows:			, Debtor's (A) principal and (B, e		
5.		nd Re.1	o be used primarily for business (Cuty or Tawn) Marion	, Debtor's (A) principal and (B, e (County) Plymouth	ic.) Other places o	
5.	as follows:	nd Re.1	(City or Town)	(County)	(Star	
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6. 7.	as follows: (A) 50 W2T2T S (B) If the Collaboral or any as follows: Secured Party is authorifrom whom Debtar is accommodated by the collaboration of the	part thereof is ar is to make) ized and requested to quiring the Collateral: persons signing below a and several.	(City or Town) Marion be used primarily for farming of (City or Town) disburse the proceeds of the no	(Country) Plymontal r for personal, family or househol (Country) the of even date herewith, if any, a a representative capacity; and a	(State MA) d purposes, Debto (State to the following r	or's residence tel nomed perso
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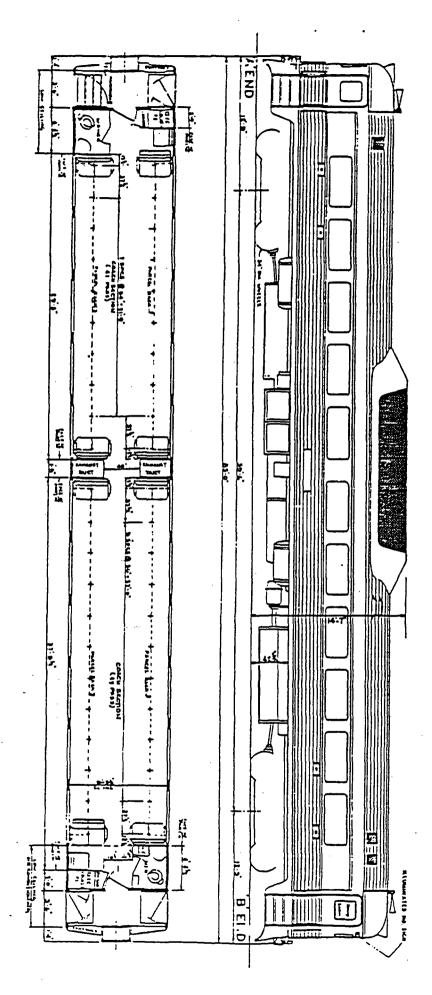


To secure the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtor, to Middleborough Trust Company of Middleboro, herein called "Secured Party", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, including without limitation the due payment and performance of all liabilities and obligations under a note of even date herewith and all nates given by way of renewal or extension of or in substitution in whole or in part for the same, all hereinafter called the "Obligations",

Rail Diesel Coad	h (RDC) #61	.22				
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n any and all additions, access	ions and accretions	thereto and substitutes th	herefor, all hereinalter	called the "Collar	eral", and in the	proceeds there
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eblor hereby specifies, warrant	s and covenants that	· · · · · · · · · · · · · · · · · · ·				
. Debtor's mailing address is:	60 Water	Street	Mario		MA	02738
	lStree	t and No Box)	(City or To-	_	(State)	(Zip)
The Collateral is ar will be a				₩ Business (inclu	•	☐ Farmir
The Collateral will be kept a	it: Lape Cod (Sim	Kaliroac, bu v	Vater St., Ma (City or Te	rion, rive	(County)	(State)
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RDC-1

RDC-1 is strictly for carrying passengers. It seats 90, on walkover seats.



Weight, light

Weight, ready to run

Normal maximum weight (including 90 passengers)

113,200 pounds

118,000 pounds

NOTE: FLUTING WRAPPED AROUND ENDS OF CARS NOT USED ON B&M EQUIPMENT. (DRAWINGS REPKESENT 2ND GENERATION CARS.)

SK-22833

131,900 pounds REPH



To secure the due payment and performance of all of the liabilities and obligations hereundered the undersigned, herein called "Debtor, to Middleborough Trust Company of Middleboro, herein called "Secured Porty", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired. including without limitation the due payment and performance of all liabilities and obligations under a note of even date herewith and all notes given by way of renewal or extension of or in substitution in whole or in part for the same, all hereinafter called the "Obligations".

For value received, Debtor hereby grants to Secured Party a security interest in all property of Debtor which is now or may hereafter be in Secured Party's possession, including without limitation any deposits, balance of deposits or other sums at any time credited by or due tram Secured Party to Debtor, and to Debtor's following described personal property:

Le	्रेः ase Contract	between G.1	B. Leasing	Corp. and	Bay Colony I	Railroad dated	
	Ι.,						•
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in	any and all additions,	accessions and acc	retions thereto and	substitutes there	or, all hereinatter ca	lied the "Collateral", and	in the proceeds thereo
De	olor hereby specifies, w	arrants and covena	ints that:				
	Debtor's mailing addre				Marion	MA	02780
••		** (1:	(Street and No	Bezi	(City or Town)	(State)	(Z ip)
	The Collateral is ar will be	/20 E	y for: Tersonal, Bedford ST:		old purposes & E Lewington	Business (including Profe	ession) 🗍 Farming MA
٦.	The Collateral will be I	tept at:	(Street and No.)		(Eity or Town)	(County)	(State)
5.	If the Collateral or an	y part thereaf is a	or is to be used p	rimarily for busin	ess, Debtor's (A) prii	ncipal and (B, etc.) other	places of business an
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	177						
	4						
6.		part thereof is or	is to be used pri	marily for farming	or for personal, fai	nily or household purpose	s, Debtor's residence i
	as tallows:	and No.)		(City or Town)		ounty)	(State)
7.	Secured Party is authorisms whom Debtor is a			proceeds of the	note of eyen date h	erewith, if any, to the foll	lowing named person(s
			·		<u></u>		
	btor" shall include all person, shall be joint		ciow as Debior ex	cept those signing	in a representative	capacity, and all Obligati	ions of Debtor, if more
	S AGREEMENT IS SUB					THE REVERSE SIDE HERE	OF, THE SAME BEING
DE	TOR HAS RETAINED A	TRUE AND COMPL	ETED COPY OF TH	IS AGREEMENT A	T THE TIME OF DEB	TOR'S EXECUTION AND D	ELIVERY THEREOF.
		Signed, sealed	d and delivered a	it Middlebora, Ma	asachusetts this 30	th day of Janu	uary 1989
uted	l in Presence al: ₹			DEBTOR:	G.B. Leasin	12 Go ED.	
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<u> </u>	AN ON O COMPANY			Ву	Mercunta duly authorized		, true